



Utah Transit Authority

Board of Trustees

REGULAR MEETING AGENDA

669 West 200 South
Salt Lake City, UT 84101

Wednesday, February 9, 2022

9:00 AM

FrontLines Headquarters

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

This will be an all-remote meeting with no anchor location. For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
2. **Safety First Minute** Chair Carlton Christensen
3. **Public Comment** Chair Carlton Christensen
4. **Consent** Chair Carlton Christensen
 - a. Approval of January 26, 2022 Board Meeting Minutes
5. **Reports**
 - a. Agency Report Jay Fox
 - Recognition of UTA Employees for Warming Bus Service
 - b. Government Relations and Legislative Update Shule Bishop

The Board may make motions regarding UTA positions on legislation.

 - c. Financial Report - Preliminary December 2021 Bill Greene
Brad Armstrong
Daniel Hofer
 - d. Investment Report - Fourth Quarter 2021 Emily Diaz
Jayson Schmitt
Don Penner

6. Resolutions

- a. R2022-02-01 - Authorizing Issuance of a Notice to Proceed under a Construction Manager/General Contractor Contract for the TIGER First/Last Mile Connection Program of Projects for 2022
- Mary DeLoretto
Grey Turner

7. Contracts, Disbursements and Grants

- a. Contract: Collective Bargaining Tentative Agreement - December 2021 Change Day Overtime Incentives (Amalgamated Transit Union)
- Richard Murray
- b. Contract: Electric Vans for Tooele County Microtransit Service (Creative Bus Sales)
- Jaron Robertson
Shaina Quinn
- c. Change Order: On-Call Systems Maintenance - Task Order #007B, 2022 Stray Current Mitigation (Rocky Mountain Systems Services)
- David Hancock
Jared Scarbrough
- d. Pre-Procurements
- Todd Mills
- Training Content Development Services

8. Discussion Items

- a. UTA Policy - UTA.02.07 Travel Policy
- Troy Bingham

9. Other Business

Chair Carlton Christensen

- a. Next Meeting: Wednesday, February 23rd, 2022 at 9:00 a.m.

10. Adjourn

Chair Carlton Christensen

Meeting Information:

- In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), and as determined by the Board Chair, the UTA Board of Trustees meeting will take place electronically.
- Meeting proceedings may be viewed remotely by watching the live-stream found through the links on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings> or through the Webex meeting platform (see below).
- In the event of technical difficulties with the remote live-stream, the meeting will proceed over Webex and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by joining through Webex. See instructions below.
 - o Use this Webex link and follow the instructions to register for the meeting (you will need to provide your name and email address).
<https://rideuta.webex.com/rideuta/j.php?RGID=rf23f14c558cfc932aeb073d9b2f080fe>
 - o Sign on to the Webex meeting portal through the "join event" link provided in your email following approval of

your registration.

- o Sign on 5 minutes prior to the meeting start time.
 - o Use the "raise hand" function in Webex to indicate you would like to make a comment.
 - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below.
 - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
 - o Comment via email at boardoftrustees@rideuta.com
 - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
 - o Comments submitted before 2:00 p.m. on Tuesday, February 8th will be distributed to board members prior to the meeting.
- Motions, including final actions, may be taken in relation to any topic listed on the agenda.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting adacompliance@rideuta.com or (801) 287-3535. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

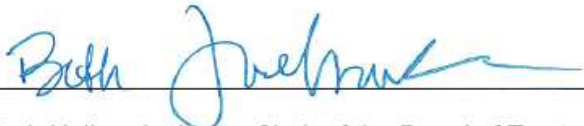
UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Acting Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

Dated this 10th day of January 2022.


Beth Holbrook, Acting Chair of the Board of Trustees



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jana Ostler, Board Manager
FROM: Jana Ostler, Board Manager

TITLE:

Approval of January 26, 2022 Board Meeting Minutes

AGENDA ITEM TYPE:

Minutes

RECOMMENDATION:

Approve the minutes of the January 26, 2022 Board of Trustees meeting

BACKGROUND:

A meeting of the UTA Board of Trustees was held remotely via Webex and broadcast live via the link on the UTA Board Meetings page on Wednesday January 26, 2022 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/730729.html) <<https://www.utah.gov/pmn/sitemap/notice/730729.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

ATTACHMENTS:

1. 2022-01-26_BOT_Minutes_unapproved



Utah Transit Authority

Board of Trustees

MEETING MINUTES - Draft

669 West 200 South
Salt Lake City, UT 84101

Wednesday, January 26, 2022

9:00 AM

FrontLines Headquarters

This meeting was held remotely via phone or video conference and broadcast live for the public via the link on the UTA Board Meetings page. <https://rideuta.com/Board-of-Trustees/Meetings>

Present: Chair Carlton Christensen
Trustee Beth Holbrook
Trustee Jeff Acerson

Also attending were UTA staff and interested community members.

1. Call to Order and Opening Remarks

Chair Christensen welcomed attendees and called the meeting to order at 9:00 a.m. He then yielded the floor to Jana Ostler, UTA Board Manager, who read the electronic board meeting determination into the record as required by statute. The complete electronic board meeting determination is included as Appendix A to these minutes.

2. Pledge of Allegiance

Since a remote meeting format is not conducive to a group recitation of the Pledge of Allegiance, this item was deferred to future meeting.

3. Safety First Minute

Mary DeLoretto, UTA Chief Service Development Officer, delivered a brief safety message.

4. Public Comment

No public comment was given during the meeting, and no online public comment was received prior to the meeting.

5. Consent

a. Approval of January 12, 2022 Board Meeting Minutes

A motion to approve the consent agenda was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried unanimously.

6. Reports

a. Government Relations and Legislative Update

Shule Bishop, UTA Government Relations Director, reported the legislature is in the second week of its annual session and UTA is currently monitoring hundreds of bills

that either are directly related to or may have unintended consequences for the agency. He said UTA is meeting with its partners at the Utah Association of Counties, Utah League of Cities & Town, Utah Association of Special Districts, etc. to stay abreast of new developments and coordinate efforts as needed.

Discussion ensued. A question on potential appropriations was posed by the board and answered by Mr. Bishop.

b. Agency Report
- Ridership Report

Transit Agency Safety Plan (TASP)

Jay Fox, UTA Executive Director, informed the board that UTA's Transit Agency Safety Plan (TASP) was approved by the Utah Department of Transportation (UDOT).

Ridership Report

Mr. Fox was joined by Cheryl Beveridge, UTA Acting Chief Operating Officer, and Jonathan Yip, UTA Senior Manager - Operations Analysis & Solutions. Ms. Beveridge delivered a ridership report which included:

- Year over year ridership from 2019 to 2021
- Average weekday ridership from February 2008 to the present
- Fixed route bus, TRAX, and FrontRunner average weekday ridership from 2010 to 2021
- Annual ridership percent change between 2020 and 2021 by mode and systemwide
- On Demand ridership between 2020 and 2021
- Fixed route bus, light rail, and FrontRunner ridership from 2019 to 2021
- Free Fare for Clean Air Days on December 21, 2021 and December 22, 2021 ridership
- Monthly ridership percent difference between 2020 and 2021

Discussion ensued. A question on the December 2021 data was posed by the board and answered by staff.

7. Resolutions

a. R2022-01-05 - Resolution Establishing Parameters in which the Executive Director can Declare "Free Fare February" in Commemoration of the Twentieth Anniversary of the 2002 Winter Olympic Games

Bill Greene, UTA Chief Financial Officer, was joined by Monica Morton, UTA Fares Director. Mr. Greene summarized the resolution, which establishes parameters for the executive director to declare "Free Fare February." The initiative commemorates the 20th anniversary of the 2002 Winter Olympic Games, which were hosted in Utah. Mr. Greene noted the initial request to subsidize rider fares for the month of February

2022 was made by Salt Lake City.

Mr. Greene stated UTA's estimated monthly passenger revenue for February is \$2.2 million. Salt Lake City has taken the lead in raising an estimated \$1.2-\$1.5 million in funding from multiple sponsors to cover the passenger revenues during February, and UTA's largest pass partners have agreed to continue to pay their current level of subsidy for the month. UTA's total financial commitment is contingent on the number of additional pass partners who consent to continue payments through February. The estimate for UTA's commitment is a maximum of \$500,000.

Ms. Morton recognized UTA's largest pass partners for their support of the initiative.

Discussion ensued. Trustee Holbrook recommended a structured marketing campaign to communicate this opportunity to the public. Chair Christensen expressed support for Trustee Holbrook's recommendation.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Chair Christensen, Trustee Holbrook, and Trustee Acerson

8. Contracts, Disbursements and Grants

a. Contract: Requisition-to-Purchase Order Automation Software (Fairmarkit, Inc.)

Todd Mills, UTA Director of Supply Chain, requested the board approve a five-year contract in the amount of \$650,000 with Fairmarkit, Inc. for requisition-to-purchase order software.

Discussion ensued. A question on the budget available for the software was posed by the board and answered by Mr. Mills.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

b. Contract: FrontRunner Forward Shepard Lane Design Betterment (UDOT)

Todd Provost, UTA Director of Capital Development, was joined by Janelle Robertson, UTA Project Manager II. Ms. Robertson asked the board to approve a contract in the amount of \$221,668.61 with UDOT for the design of an embankment for future FrontRunner double track adjacent to the new Shepard Lane interchange. She indicated the agency would like to capitalize on this effort now since UDOT is already planning work in the area.

Discussion ensued. Questions on the inclusion of track installation, costs to UTA, UDOT's I-15 reconstruction plans, and grade separation opportunities were posed by the board and answered by staff.

- A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.
- c. **Change Order: FrontRunner Forward Environmental Services Task Order No. 1 (HDR Engineering, Inc.)**
- Mr. Provost was joined by Ms. Robertson. Ms. Robertson requested the board approve a change order in the amount of \$1,386,504.93 to the contract with HDR Engineering, Inc. for environmental services on FrontRunner improvements for the following segments:
- Warm Springs (0.9 miles)
 - South of Salt Lake segment (2.1 miles)
 - South of Murray segment (1.5 miles)
 - Draper segment (3.1 miles)
 - Beck Yard (1.6 miles)

Since this is the first task order to be issued for this contract, the change order total is the total contract value.

Discussion ensued. Questions on the projects included in the task order and task order timeline were posed by the board and answered by staff. Trustee Holbrook requested regular updates on this effort.

- A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.
- d. **Change Order: FrontRunner Forward Environmental Services Task Order No. 1 (Parametrix Consult, Inc.)**
- Mr. Provost was joined by Ms. Robertson. Ms. Robertson requested the board approve a change order in the amount of \$692,725 to the contract with Parametrix Consult, Inc. for environmental services on FrontRunner improvements for the following segments:
- Clearfield to Roy segment (3.7 miles)
 - Centerville to Woods Cross (2.0 miles)
 - Lehi segment (1.6 miles)
 - American Fork segment (2.6 miles)

Since this is the first task order to be issued for this contract, the change order total is the total contract value.

Discussion ensued. A question on the use of two contractors for the FrontRunner environmental work was posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

9. Discussion Items**a. Constituent and Customer Service 2021 Annual Report**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Cindy Medford, UTA Manager of Customer Service. Ms. Medford described the customer service mission, functions, and hours of operation. She reviewed the customer service key performance indicators and top five comments by topic. Ms. Medford then spoke about the service alert platforms, lost item recovery statistics, and customer service advancement philosophy.

Discussion ensued. Questions on causes of call abandonment and messages callers receive when they are placed on hold were posed by the board and answered by staff.

10. Other Business

- a. Next Meeting: Wednesday, February 9, at 9:00 a.m.

11. Closed Session**a. Strategy Session to Discuss the Sale, Purchase, Exchange, or Lease of Real Property, Including Any Form of a Water Right or Water Shares****b. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session relative to:

- the sale, purchase, exchange, or lease of real property, including any form of a water right or water shares; and
- collective bargaining.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:32 a.m.

The meeting reconvened in closed session at 10:39 a.m.

12. Open Session

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 11:03 a.m.

Chair Christensen noted Beth Holbrook left the meeting at 10:49 a.m. during closed session.

13. Adjourn

A motion was made by Trustee Acerson, and seconded by Chair Christensen, to adjourn the meeting. The motion carried by a unanimous vote and the meeting was adjourned at 11:04 a.m.

Appendix A**Electronic Meeting Determination**

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Acting Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

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This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

Dated this 10th day of January 2022.

Beth Holbrook, Acting Chair of the Board of Trustees



U T A

Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Jay Fox, Executive Director
PRESENTER(S): Jay Fox, Executive Director

TITLE:

Agency Report

- Recognition of UTA Employees for Warming Bus Service

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

DISCUSSION:

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Shule Bishop, Government Relations Director
PRESENTER(S): Shule Bishop, Government relations Director

TITLE:

Government Relations and Legislative Update

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion. Make Motions regarding UTA positions on Legislation as needed

BACKGROUND:

The Utah State Legislature is currently in session. Lawmakers propose and discuss legislation that impacts or is of interest to the Utah Transit Authority.

DISCUSSION:

The Government Relations Director will give a report on transit-related issues before the Utah Legislature.

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Bill Greene, Chief Financial Officer
PRESENTER(S): Bill Greene, Chief Financial Officer
Brad Armstrong, Senior Manager Budget & Financial Analysis
Dan Hofer, Manager of Capital Assets and Project Controls

TITLE:

Financial Report - Preliminary December 2021

AGENDA ITEM TYPE:

Report

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report. The preliminary December 2021 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board.

Also provided is the monthly Board Dashboard which summarizes key information from the preliminary December 2021 Monthly Financial Statements. Amounts shown in these schedules are noted as being preliminary, subject to changes as part of the year-end financial close process and completion of the annual 2021 UTA financial audit. Final results will be reviewed at a later time once those processes are completed.

As part of the presentation, staff will also be presenting Capital program delivery information using preliminary December data.

DISCUSSION:

At the February 9, 2022 meeting, the Senior Manager Budget and Financial Analysis will review the Board

Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees.

The Manager of Capital Assets and Project Controls will provide a capital program delivery report detailing program delivery results through the end of preliminary close for December, 2021.

ALTERNATIVES:

n/a

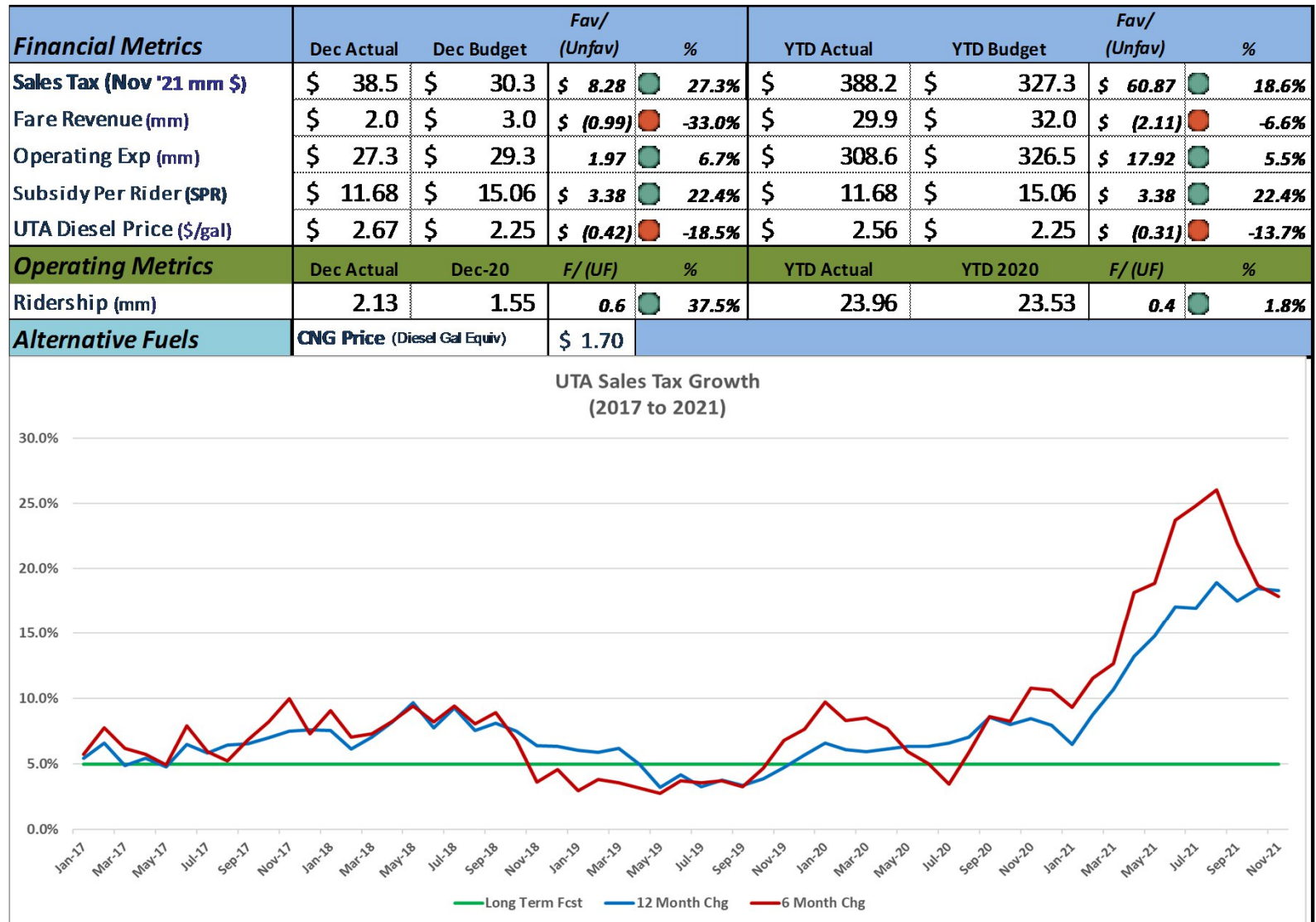
FISCAL IMPACT:

n/a

ATTACHMENTS:

- December 2021 Board Dashboard (Preliminary close data)
- December 2021 Monthly Financial Statements (Preliminary close data)

UTA Board Dashboard December 2021

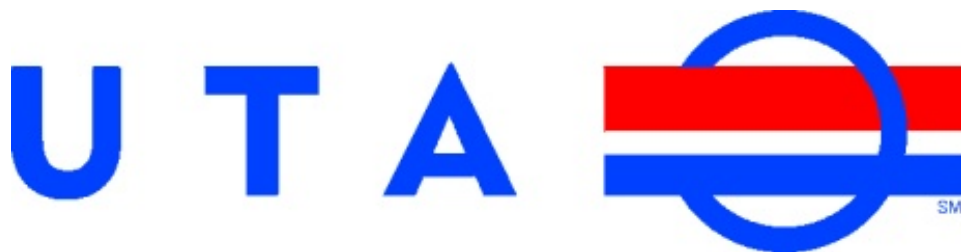


Utah Transit Authority

Financial Statement

(Unaudited)

December 31, 2021
(Preliminary)



KEY ITEM REPORT
(UNAUDITED)
As of December 31, 2021

EXHIBIT 1-1

	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (30,499,606)	\$ (33,342,000)	\$ (2,842,394)	-9%
2 Operating Expenses	308,591,929	326,512,000	17,920,071	5%
3 Net Operating Income (Loss)	(278,092,323)	(293,170,000)	15,077,677	5%
4 Capital Revenue	(109,189,077)	(242,838,154)	(133,649,077)	-55%
5 Capital Expenses	161,724,059	320,668,106	158,944,047	50%
6 Net Capital Income (Loss)	(52,534,982)	(77,829,952)	25,294,970	33%
7 Sales Tax	(416,682,892)	(364,088,000)	52,594,892	14%
8 Other Revenue	(259,212,796)	(186,977,000)	72,235,796	39%
9 Debt Service	88,245,717	89,006,747	761,030	1%
10 Sale of Assets	(1,233,471)	-	1,233,471	
11 Net Non-Operating Income (Loss)	588,883,442	462,058,253	126,825,189	27%
12 Contribution to Cash Balance	<u>\$ 258,256,137</u>	<u>\$ 91,058,301</u>	<u>\$ 167,197,836</u>	<u>184%</u>
13 Amortization	(191,342)			
14 Depreciation	145,223,777			
15 Total Non-cash Items	<u>\$ 145,032,435</u>			

STATISTICS

RIDERSHIP

2021 Actual	December 2021	December 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	2,132,825	1,547,448	585,376	23,961,002	23,542,346	418,656

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 308,591,929
18 Less: Passenger Revenue	- (28,701,077)
19 Subtotal	279,890,852
20 Divided by: Ridership	÷ 23,961,002
21 Subsidy per Rider	<u>\$ 11.68</u>

SUMMARY FINANCIAL DATA
(UNAUDITED)
As of December 31, 2021

EXHIBIT 1-2

BALANCE SHEET

	12/31/2021	12/31/2020
CURRENT ASSETS		
1 Cash	\$ 23,511,629	\$ 185,542,606
2 Investments (Unrestricted)	302,841,695	20,061,732
3 Investments (Restricted)	142,136,193	147,601,646
4 Receivables	74,500,600	81,242,568
5 Receivables - Federal Grants	122,178,452	28,866,419
6 Inventories	34,625,939	34,422,837
7 Prepaid Expenses	1,938,719	2,448,303
8 TOTAL CURRENT ASSETS	\$ 701,733,227	\$ 500,186,111
9 Property, Plant & Equipment (Net)	2,896,505,038	2,883,366,259
10 Other Assets	145,846,981	170,417,857
11 TOTAL ASSETS	\$ 3,744,085,246	\$ 3,553,970,227
12 Current Liabilities	63,647,821	\$ 80,434,235
14 Net Pension Liability	96,783,597	96,783,597
15 Outstanding Debt	2,413,301,536	2,459,548,654
16 Net Investment in Capital Assets	693,286,794	648,605,411
17 Restricted Net Position	36,554,570	40,516,406
18 Unrestricted Net Position	440,510,928	228,081,924
19 TOTAL LIABILITIES & EQUITY	\$ 3,744,085,246	\$ 3,553,970,227

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

RESTRICTED RESERVES		
20 Debt Service Reserves	\$ 3,243	\$ 117,508
21 2010/2015 Bond DSR Proceeds	339	13,090,406
22 2018 Bond Proceeds	9,169,814	20,286,350
23 2019 Bond Proceeds	60,228,857	69,608,458
24 Debt Service Interest Payable	25,098,338	16,972,559
25 Risk Contingency Fund	8,048,413	8,017,724
26 Catastrophic Risk Reserve Fund	1,101,258	
27 Box Elder County ROW (sales tax)	2,022,213	4,236,800
28 Joint Insurance Trust	-	-
29 Davis County Escrow	8	1,151,201
30 SL County Escrow	299,730	208,132
31 Amounts held in escrow	36,163,980	13,912,508
32 TOTAL RESTRICTED RESERVES	\$ 142,136,193	\$ 147,601,646
DESIGNATED GENERAL AND CAPITAL RESERVES		
33 General Reserves	65,368,000	\$ 58,778,000
34 Service Sustainability Reserves	10,895,000	9,796,000
35 Capital Reserve	45,354,000	44,338,000
36 Debt Reduction Reserve	30,000,000	30,000,000
37 TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES	\$ 151,617,000	\$ 142,912,000
38 TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS	\$ 293,753,193	\$ 290,513,646

SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of December 31, 2021

REVENUE & EXPENSES

	ACTUAL Dec-21	ACTUAL Dec-20	YTD 2021	YTD 2020
OPERATING REVENUE				
1 Passenger Revenue	\$ 844,789	\$ 1,863,906	\$ 28,701,077	\$ 32,845,272
2 Advertising Revenue	190,000	(110,000)	1,798,529	2,035,000
3 TOTAL OPERATING REVENUE	\$ 1,034,789	\$ 1,753,906	\$ 30,499,606	\$ 34,880,272
OPERATING EXPENSE				
4 Bus Service	\$ 9,716,390	\$ 11,413,851	\$ 109,259,226	\$ 104,454,308
5 Commuter Rail	1,870,824	1,892,666	22,789,440	21,355,329
6 Light Rail	3,032,119	3,981,411	38,716,760	35,574,426
7 Maintenance of Way	633,535	926,056	17,901,948	17,101,757
8 Paratransit Service	2,300,921	2,249,203	24,051,569	22,642,101
9 RideShare/Van Pool Services	273,343	336,940	3,599,689	3,296,276
10 Microtransit	319,577		2,503,067	
11 Operations Support	5,132,776	3,472,996	49,978,742	46,463,776
12 Administration	3,247,093	5,192,312	32,619,466	34,257,781
13 Planning/Capital Development/Real Estate	773,174	791,994	7,172,022	5,262,750
14 Non-Departmental	-		-	-
15 TOTAL OPERATING EXPENSE	\$ 27,299,752	\$ 30,257,429	\$ 308,591,929	\$ 290,408,504
16 NET OPERATING INCOME (LOSS)	\$ (26,264,963)	\$ (28,503,523)	\$ (278,092,323)	\$ (255,528,232)
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	(123,149)	(312,879)	(1,380,148)	(3,525,448)
18 Sales Tax Revenue ¹	(39,744,342)	(44,212,816)	(416,682,892)	(361,590,707)
19 Other Revenue	(653,812)	(677,412)	(9,122,088)	(10,253,558)
20 Fed Operations/Preventative Maint. Revenue	(16,417,838)	(16,028,175)	(248,710,560)	(160,258,318)
21 Bond Interest	4,869,173	2,835,375	85,247,462	88,277,963
22 Bond Interest UTCT	152,441	154,300	1,926,421	1,980,181
23 Bond Cost of Issuance/Fees	9,050	(101,271)	1,800,008	1,487,980
24 Lease Interest	93,806	(6,833,732)	1,198,247	1,168,292
25 Sale of Assets	4,030,649	630,374	(1,233,471)	(927,566)
26 TOTAL NON-OPERATING EXPENSE	\$ (47,784,022)	\$ (64,546,236)	\$ (586,957,021)	\$ (443,641,181)
27 CONTRIBUTION TO RESERVES	\$ 21,519,059	\$ 36,042,713	\$ 308,864,698	\$ 188,112,949
OTHER EXPENSES (NON-CASH)				
27 Bond Premium/Discount Amortization	(378,378)	(26,350)	(4,526,590)	(5,853,427)
28 Bond Refunding Cost Amortization	293,695	269,975	3,524,334	3,944,228
29 Future Revenue Cost Amortization	67,576	67,576	810,914	810,914
30 Depreciation	13,072,594	4,037,233	145,223,777	139,089,219
31 NET OTHER EXPENSES (NON-CASH)	\$ 13,055,487	\$ 4,348,434	\$ 145,032,435	\$ 137,990,934

¹ Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-4

As of December 31, 2021

CURRENT MONTH

	ACTUAL	BUDGET	VARIANCE	%
	Dec-21	Dec-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (844,789)	\$ (3,002,000)	\$ (2,157,211)	-72%
2 Advertising Revenue	(190,000)	(150,000)	40,000	27%
3 TOTAL OPERATING REVENUE	\$ (1,034,789)	\$ (3,152,000)	\$ (2,117,211)	67%
OPERATING EXPENSE				
4 Bus Service	\$ 9,716,390	\$ 8,866,635	\$ (849,755)	-10%
5 Commuter Rail	1,870,824	2,012,861	142,037	7%
6 Light Rail	3,032,119	3,446,250	414,131	12%
7 Maintenance of Way	633,535	1,654,761	1,021,226	62%
8 Paratransit Service	2,300,921	2,021,756	(279,165)	-14%
9 RideShare/Van Pool Services	273,343	304,149	30,806	10%
10 Microtransit	319,577	202,579	(116,998)	-58%
11 Operations Support	5,132,776	1,799,267	(3,333,509)	-185%
12 Administration	3,247,093	3,971,089	723,996	18%
13 Planning/Capital Development/Real Estate	773,174	3,539,643	2,766,469	78%
14 Non-Departmental	-	1,453,167	1,453,167	100%
15 TOTAL OPERATING EXPENSE	\$ 27,299,752	\$ 29,272,157	\$ 1,972,405	7%
16 NET OPERATING INCOME (LOSS)	\$ (26,264,963)	\$ (26,120,157)	\$ (144,806)	1%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (123,149)	\$ (400,583)	\$ (277,434)	-69%
18 Sales Tax Revenue	(39,744,342)	(36,789,209)	2,955,133	8%
19 Other Revenue	(653,812)	(888,583)	(234,771)	-26%
20 Fed Operations/Preventative Maint. Revenue	(16,417,838)	(14,292,250)	2,125,588	15%
21 Bond Interest	4,869,173	7,000,203	2,131,030	30%
22 Bond Interest UTCT	152,441	163,966	11,525	7%
23 Bond Cost of Issuance/Fees	9,050	11,000	1,950	18%
24 Lease Interest	93,806	111,549	17,743	16%
25 Sale of Assets	4,030,649	-	(4,030,649)	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (47,784,022)	\$ (45,083,907)	\$ 2,700,115	6%
27 CONTRIBUTION TO RESERVES	\$ 21,519,059	\$ 18,963,750		

BUDGET TO ACTUAL REPORT BY CHIEF
(UNAUDITED)

EXHIBIT 1-4A

As of December 31, 2021

CURRENT MONTH

			VARIANCE	%
	ACTUAL	BUDGET	FAVORABLE	FAVORABLE
	Dec-21	Dec-21	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 209,553	\$ 220,476	\$ 10,923	5%
2 Executive Director	640,790	657,702	16,912	3%
3 Chief Planning and Engagement Officer	961,153	764,510	(196,643)	-26%
4 Chief Finance Officer	1,015,408	1,629,407	613,999	38%
5 Chief Operating Officer	21,210,538	21,533,824	323,286	2%
6 Chief People Officer	1,098,499	671,630	(426,869)	-64%
7 Chief Development Officer	554,383	603,772	49,389	8%
8 Chief Enterprise Strategy Officer	1,609,428	1,737,669	128,241	7%
9 Non-Departmental	-	1,453,167	1,453,167	100%
10 TOTAL OPERATING EXPENSE	<u>\$ 27,299,752</u>	<u>\$ 29,272,157</u>	<u>\$ 1,972,405</u>	7%

YEAR TO DATE

			VARIANCE	%
	ACTUAL	BUDGET	FAVORABLE	FAVORABLE
	Dec-21	Dec-21	(UNFAVORABLE)	(UNFAVORABLE)
OPERATING EXPENSE				
1 Board of Trustees	\$ 2,477,617	\$ 2,720,074	\$ 242,457	9%
2 Executive Director	8,117,610	7,890,971	(226,639)	-3%
3 Chief Planning and Engagement Officer	8,743,246	10,649,039	1,905,793	18%
4 Chief Finance Officer	11,656,913	13,864,054	2,207,141	16%
5 Chief Operating Officer	246,423,467	255,168,960	8,745,493	3%
6 Chief People Officer	7,998,039	8,027,911	29,872	0%
7 Chief Development Officer	5,616,122	6,310,292	694,170	11%
8 Chief Enterprise Strategy Officer	17,558,915	19,880,699	2,321,784	12%
9 Non-Departmental	-	2,000,000	2,000,000	100%
10 TOTAL OPERATING EXPENSE	<u>\$308,591,929</u>	<u>\$ 326,512,000</u>	<u>\$ 17,920,071</u>	5%

**BUDGET TO ACTUAL REPORT
(UNAUDITED)**

EXHIBIT 1-5

As of December 31, 2021

YEAR TO DATE

	ACTUAL Dec-21	BUDGET Dec-21	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
OPERATING REVENUE				
1 Passenger Revenue	\$ (28,701,077)	\$ (31,979,000)	\$ (3,277,923)	-10%
2 Advertising Revenue	(1,798,529)	(1,363,000)	435,529	32%
3 TOTAL OPERATING REVENUE	\$ (30,499,606)	\$ (33,342,000)	\$ (2,842,394)	-9%
OPERATING EXPENSE				
4 Bus Service	\$ 109,259,226	\$ 107,923,828	\$ (1,335,398)	-1%
5 Commuter Rail	22,789,440	24,044,653	1,255,213	5%
6 Light Rail	38,716,760	40,776,067	2,059,307	5%
7 Maintenance of Way	17,901,948	19,653,870	1,751,922	9%
8 Paratransit Service	24,051,569	24,025,000	(26,569)	0%
9 RideShare/Van Pool Services	3,599,689	3,645,000	45,311	1%
10 Microtransit	2,503,067	3,098,852	595,785	19%
11 Operations Support	49,978,742	50,472,000	493,258	1%
12 Administration	32,619,466	41,685,148	9,065,682	22%
13 Planning/Capital Development/Real Estate	7,172,022	9,187,582	2,015,560	22%
14 Non-Departmental	-	2,000,000	2,000,000	100%
15 TOTAL OPERATING EXPENSE	\$ 308,591,929	\$ 326,512,000	\$ 17,920,071	5%
16 NET OPERATING INCOME (LOSS)	\$ (278,092,323)	\$ (293,170,000)	\$ 15,077,677	5%
NON-OPERATING EXPENSE (REVENUE)				
17 Investment Revenue	\$ (1,380,148)	\$ (4,807,000)	\$ 3,426,852	-71%
18 Sales Tax Revenue	(416,682,892)	(364,088,000)	(52,594,892)	14%
19 Other Revenue	(9,122,088)	(10,663,000)	1,540,912	-14%
20 Fed Operations/Preventative Maint. Revenue	(248,710,560)	(171,507,000)	(77,203,560)	45%
21 Bond Interest	85,247,462	85,590,000	342,538	0%
22 Bond Interest UTCT	1,926,421	2,043,142	116,721	6%
23 Bond Cost of Issuance/Fees	1,800,008	75,550	(1,724,458)	-2283%
24 Lease Interest	1,198,247	1,298,055	99,808	8%
25 Sale of Assets	(1,233,471)	-	1,233,471	
26 TOTAL NON-OPERATING EXPENSE (REVENUE)	\$ (586,957,021)	\$ (462,133,803)	\$ 124,823,218	27%
27 CONTRIBUTION TO RESERVES	\$ 308,864,698	\$ 168,963,803		

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
EXPENSES			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 19,453,682	\$ 47,286,015	41.1%
2 INFORMATION TECHNOLOGY	4,111,291	21,058,786	19.5%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	2,184,189	5,419,280	40.3%
4 CAPITAL PROJECTS	36,336,647	100,404,126	36.2%
5 AIRPORT STATION RELOCATION	8,185,247	9,453,807	86.6%
6 STATE OF GOOD REPAIR	29,153,709	37,374,436	78.0%
7 DEPOT DISTRICT	28,182,046	32,400,124	87.0%
8 OGDEN/WEBER STATE BRT	27,072,445	52,580,513	51.5%
9 TIGER	7,044,804	14,691,019	48.0%
10 TOTAL	<u>\$ 161,724,059</u>	<u>\$ 320,668,106</u>	50.4%
REVENUES			
11 GRANT	\$ 47,404,593	\$ 85,192,380	55.6%
12 STATE CONTRIBUTION	3,898,413	13,914,417	28.0%
13 LEASES (PAID TO DATE)	10,040,437	51,875,592	19.4%
14 BONDS	33,679,644	61,439,830	54.8%
15 LOCAL PARTNERS	14,165,990	30,415,935	46.6%
16 UTA FUNDING	52,534,982	77,829,952	67.5%
17 TOTAL	<u>\$ 161,724,059</u>	<u>\$ 320,668,106</u>	50.4%

**FAREBOX RECOVERY & SPR
(UNAUDITED)**

EXHIBIT 1-7

As of December 31, 2021

BY SERVICE

	CURRENT MONTH		YEAR TO DATE	
	Dec-21	Dec-20	2021	2020
UTA				
Fully Allocated Costs	27,299,752	30,257,429	308,591,928	290,408,504
Passenger Farebox Revenue	844,789	1,863,906	28,701,077	32,845,272
Passengers	2,132,825	1,547,448	23,961,002	23,542,346
Farebox Recovery Ratio	3.1%	6.2%	9.3%	11.3%
Actual Subsidy per Rider	\$12.40	\$18.35	\$11.68	\$10.94
BUS SERVICE				
Fully Allocated Costs	14,463,338	15,209,849	155,039,545	146,219,317
Passenger Farebox Revenue	(602,843)	467,119	12,696,882	14,529,094
Passengers	1,049,712	836,107	12,354,691	12,154,770
Farebox Recovery Ratio	-4.2%	3.1%	8.2%	9.9%
Actual Subsidy per Rider	\$14.35	\$17.63	\$11.52	\$10.83
LIGHT RAIL SERVICE				
Fully Allocated Costs	6,524,159	8,718,399	84,741,771	77,220,722
Passenger Farebox Revenue	579,766	617,655	6,720,512	8,544,449
Passengers	793,051	536,648	8,403,862	8,247,366
Farebox Recovery Ratio	8.9%	7.1%	7.9%	11.1%
Actual Subsidy per Rider	\$7.50	\$15.10	\$9.28	\$8.33
COMMUTER RAIL SERVICE				
Fully Allocated Costs	3,199,229	3,191,913	35,858,790	36,051,570
Passenger Farebox Revenue	351,642	365,589	4,046,735	5,403,624
Passengers	190,052	107,337	2,062,333	2,024,524
Farebox Recovery Ratio	11.0%	11.5%	11.3%	15.0%
Actual Subsidy per Rider	\$14.98	\$26.33	\$15.43	\$15.14
PARATRANSIT				
Fully Allocated Costs	2,556,534	2,590,367	26,511,258	25,102,393
Passenger Farebox Revenue	271,071	157,461	2,295,242	1,010,813
Passengers	53,548	28,030	562,843	413,600
Farebox Recovery Ratio	10.6%	6.1%	8.7%	4.0%
Actual Subsidy per Rider	\$42.68	\$86.80	\$43.02	\$58.25
RIDESHARE				
Fully Allocated Costs	556,492	546,901	6,440,565	5,814,501
Passenger Farebox Revenue	245,154	256,082	2,941,706	3,357,292
Passengers	46,461	39,326	577,272	702,087
Farebox Recovery Ratio	44.1%	46.8%	45.7%	57.7%
Actual Subsidy per Rider	\$6.70	\$7.40	\$6.06	\$3.50

FAREBOX RECOVERY & SPR
(UNAUDITED)
As of December 31, 2021

EXHIBIT 1-8

BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Dec-21	Dec-20	2021	2020
FULLY ALLOCATED COSTS				
Bus Service	\$14,463,338	\$15,209,849	\$155,039,545	\$146,219,317
Light Rail Service	\$6,524,159	\$8,718,399	\$84,741,771	\$77,220,722
Commuter Rail Service	\$3,199,229	\$3,191,913	\$35,858,790	\$36,051,570
Paratransit	\$2,556,534	\$2,590,367	\$26,511,258	\$25,102,393
Rideshare	\$556,492	\$546,901	\$6,440,565	\$5,814,501
UTA	\$27,299,752	\$30,257,429	\$308,591,928	\$290,408,504
PASSENGER FAREBOX REVENUE				
Bus Service	(\$602,843)	\$467,119	\$12,696,882	\$14,529,094
Light Rail Service	\$579,766	\$617,655	\$6,720,512	\$8,544,449
Commuter Rail Service	\$351,642	\$365,589	\$4,046,735	\$5,403,624
Paratransit	\$271,071	\$157,461	\$2,295,242	\$1,010,813
Rideshare	\$245,154	\$256,082	\$2,941,706	\$3,357,292
UTA	\$844,789	\$1,863,906	\$28,701,077	\$32,845,272
PASSENGERS				
Bus Service	1,049,712	836,107	12,354,691	12,154,770
Light Rail Service	793,051	536,648	8,403,862	8,247,366
Commuter Rail Service	190,052	107,337	2,062,333	2,024,524
Paratransit	53,548	28,030	562,843	413,600
Rideshare	46,461	39,326	577,272	702,087
UTA	2,132,825	1,547,448	23,961,002	23,542,346
FAREBOX RECOVERY RATIO				
Bus Service	-4.2%	3.1%	8.2%	9.9%
Light Rail Service	8.9%	7.1%	7.9%	11.1%
Commuter Rail Service	11.0%	11.5%	11.3%	15.0%
Paratransit	10.6%	6.1%	8.7%	4.0%
Rideshare	44.1%	46.8%	45.7%	57.7%
UTA	3.1%	6.2%	9.3%	11.3%
ACTUAL SUBSIDY PER RIDER				
Bus Service	\$14.35	\$17.63	\$11.52	\$10.83
Light Rail Service	\$7.50	\$15.10	\$9.28	\$8.33
Commuter Rail Service	\$14.98	\$26.33	\$15.43	\$15.14
Paratransit	\$42.68	\$86.80	\$43.02	\$58.25
Rideshare	\$6.70	\$7.40	\$6.06	\$3.50
UTA	\$12.40	\$18.35	\$11.68	\$10.94

**SUMMARY OF ACCOUNTS RECEIVABLE
(UNAUDITED)**

EXHIBIT 1-9

As of December 31, 2021

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government ¹	\$ 122,178,452	\$ 122,178,452	-	-	-	-
2 Sales Tax Contributions	67,050,794	37,238,266	\$ 29,812,528	-	-	-
3 Warranty Recovery	2,009,126	2,009,126	-	-	-	-
4 Build America Bond Subsidies	-	-	-	-	-	-
5 Product Sales and Development	4,075,306	682,206	20,690	\$ (98)	\$ 10,058	\$ 3,362,450
6 Pass Sales	204,572	127,863	131,095	53,850	(8,458)	(99,778)
7 Property Management	38,293	7,608	26,901	-	2,880	904
8 Vanpool/Rideshare	73,263	45,028	8,001	12,408	2,134	5,692
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	596,940	596,940	-	-	-	-
12 Other	81,276	81,276	-	-	-	-
13 Total	\$ 196,679,052	\$ 163,331,121	\$ 29,999,215	\$ 66,160	\$ 6,614	\$ 3,275,942

Percentage Due by Aging

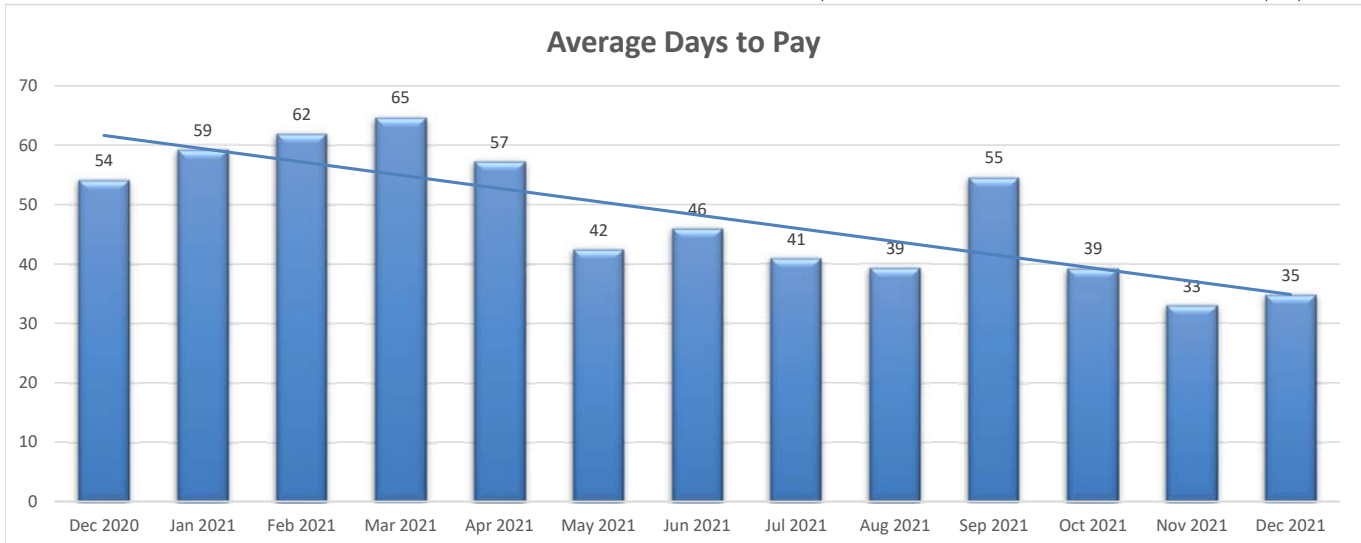
14 Federal Grants Government ¹	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	55.5%	44.5%	0.0%	0.0%	0.0%
16 Warranty Recovery	100.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies					
18 Product Sales and Development	16.7%	0.5%	0.0%	0.2%	82.5%
19 Pass Sales	62.5%	64.1%	26.3%	-4.1%	-48.8%
20 Property Management	19.9%	70.3%	0.0%	7.5%	2.4%
21 Vanpool/Rideshare	61.5%	10.9%	16.9%	2.9%	7.8%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	100.0%	0.0%	0.0%	0.0%	0.0%
25 Other	100.0%	0.0%	0.0%	0.0%	0.0%
26 Total	83.0%	15.3%	0.0%	0.0%	1.7%

¹ Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000
FROM DECEMBER 1, 2021 THROUGH DECEMBER 31, 2021
(UNAUDITED)

EXHIBIT 1-10

Contract # and Description	Contract Date	Vendor	Check #	Date	Check Total
19-0317PP TDX VERSION 3.0 UPGRADE	12/23/2019	MODERN COMMUNICATIONS SYSTEMS	364117	12/1/2021	296,202.00
UT CONTRACT#AR233 DATA COMMUNICATIONS EQUIP & SRVC	6/1/2014	CVE TECHNOLOGY GROUP INC.	889057	12/1/2021	247,658.54
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	889058	12/1/2021	582,867.50
18-2705TP AIRPORT STATION RELOCATION	5/4/2018	KIEWIT INFRASTRUCTURE WEST CO.	889059	12/1/2021	1,120,016.49
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	889060	12/1/2021	1,918,265.05
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	889061	12/1/2021	2,090,357.88
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	889062	12/1/2021	3,838,519.21
R2021-04-01 PEHP			ZION-ACH	12/1/2021	276,907.22
R2021-04-01 SELECT HEALTH			ZION-ACH	12/1/2021	792,925.20
R2021-04-01 CAMBRIDGE ASSOCIATES, LLC.			ZION-ACH	12/2/2021	934,618.74
18-2851 UTA INSURANCE BROKERAGE SERVICES	9/1/2018	UTAH LOCAL GOVERNMENTS TRUST	364272	12/8/2021	466,531.01
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	889119	12/8/2021	2,384,881.44
20-P00006 VINEYARD FRONTRUNNER STATION	9/22/2020	UTAH DEPT OF TRANSPORTATION (UDOT)	889119	12/8/2021	4,432,336.37
R2021-04-01 UTAH STATE TAX WITHHOLDING			WITHDRAWAL	12/16/2021	292,200.21
R2021-04-01 CAMBRIDGE ASSOCIATES, LLC.			ZION-ACH	12/16/2021	942,283.92
19-3038VW POINT OF THE MOUNTAIN STUDY	7/31/2019	PARAMETRIX INC.	364596	12/22/2021	239,033.99
19-03043BM SOUTH SALT LAKE COUNTY MICROTRANSIT PILOT	7/2/2019	VIA TRANSPORTATION INC	889274	12/22/2021	267,352.35
17-2455JH LOCOMOTIVE REMANUFACTURER	8/22/2018	MOTIVE POWER, INC	889275	12/22/2021	392,183.00
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	889276	12/22/2021	3,076,942.33
18-2741 DEPOT DISTRICT TECHNOLOGY CENTER	8/23/2018	BIG-D CONSTRUCTION	889277	12/22/2021	3,401,202.00
15-1251TP PROVO-OREM BRT	7/15/2015	KIEWIT/CLYDE	364703	12/29/2021	376,295.00
R2021-04-01 DOMINION ENERGY (QUESTAR)			364709	12/29/2021	351,036.56
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES	889336	12/29/2021	252,487.14
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	889337	12/29/2021	488,379.73
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	889338	12/29/2021	513,620.62
20-3382VW ON-CALL POSITIVE TRAIN CONTROL	3/2/2021	ROCKY MOUNTAIN SYSTEMS SERVICE	889339	12/29/2021	743,237.38
16-1680PP 40 FOOT DIESEL AND CNG BUSES	5/1/2016	GILLIG CORPORATION	889341	12/29/2021	1,546,044.31
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	889430	12/29/2021	1,217,286.97





Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay M. Fox, Executive Director
FROM: Bill Greene, Chief Finance Officer and Treasurer
PRESENTER(S): Emily Diaz, Assistant Treasurer
Jayson Schmitt, Chandler Asset Management
Don Penner, Chandler Asset Management

TITLE:

Investment Report - Fourth Quarter 2021

AGENDA ITEM TYPE:
Report

RECOMMENDATION:
Informational report for discussion

BACKGROUND:

The Board of Trustees Policy No. 2.1, Financial Management, authorizes the Treasurer to manage the investment of all non-retirement Authority funds in compliance with applicable laws and requires the Chief Financial Officer to prepare and present to the Board a summary of investments, investment activity, and investment performance compared to benchmarks as soon as practical after the end of each calendar quarter. The Fourth Quarter 2021 Investment Report has been prepared in accordance with the Financial Management Policy and is being presented to the Board.

DISCUSSION:

As of December 31, 2021, the benchmark return (T-Bill) was 0.190%. Investment returns at the Public Treasurer's Investment Fund (PTIF) (0.370%) and Zions Capital Advisors (0.889%) exceeded the benchmark return.

Investment returns at Chandler Asset Management (0.142%) and on the overnight account at Zions Bank (0.030%) were below the benchmark return. The blended portfolio return rate of 0.285% exceeded the benchmark rate by 9.5 basis points (0.095%).

All investments are in accordance with the State of Utah's Money Management Act.

On October 27, 2021, the Board of Trustees authorized the Executive Director to enter into a ten-year contract with Chandler Asset Management Inc. for investment management services. Chandler Asset Management will be introducing

themselves to the Board of Trustees at the February 9, 2022, meeting and will detail the investment strategy for the UTA portfolio at that time.

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Fourth Quarter 2021 Investment Report

Utah Transit Authority
Investment Portfolio
December 31, 2021

Chandler Asset Management	\$	137,631,668	0.142%	\$	195,437
Zions Capital Advisors	\$	14,040,470	0.889%	\$	124,820
Zions Bank	\$	38,619,719	0.030%	\$	11,586
Public Treasurer's Investment Fund	\$	248,792,724	0.370%	\$	919,885
Total Investments	\$	439,084,582	0.285%	\$	1,251,727

Rates as of Last Trading Day of

	<u>October</u>	<u>November</u>	<u>December</u>
Zions Capital Advisors	0.879%	0.886%	0.889%
Public Treasurer's Investment Fund	0.331%	0.348%	0.370%
Benchmark Return*	0.080%	0.100%	0.190%

*Benchmark Return is the highest of either the 3 Month T Bill rate or the Fed Funds rate.



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): Mary DeLoretto, Chief Service Development Officer
Grey Turner, Manager Civil Engineering & Design

TITLE:

R2022-02-01 - Authorizing Issuance of a Notice to Proceed under a Construction Manager/General Contractor Contract for the TIGER First/Last Mile Connection Program of Projects for 2022

AGENDA ITEM TYPE:

Resolution

RECOMMENDATION:

Approve Resolution R2022-02-01 of the Board of Trustees of the Utah Transit Authority authorizing the Executive Director to execute construction amendments under the Construction Manager/General Contractor Contract (CM/GC) for TIGER First/Last Mile Connection program of projects for 2022.

BACKGROUND:

The TIGER First Mile/Last Mile Connection Program of Projects consists of 94 separate projects. Of the 94 projects, 33 of the projects received local matching funds from the cities and counties in which the projects will be constructed and the remaining 61 projects will be funded by UTA.

On April 11, 2018, UTA executed a Construction Manager/General Contractor (CM/GC) Agreement for Phase 1 Pre-Construction Services for the TIGER Grant First/Last Mile Connections Project with Granite Construction in the amount of \$297,390 (Contract #18-1398TP). The CM/GC Contract states that "For those projects on which UTA and Contractor agree on a scope of construction services and a lump sum construction price, UTA and Contractor may execute an amendment to this Agreement (a "Phase 2 Construction Services Amendment")". The CM/GC Agreement (Contract # 18-1398TP) will expire on December 31, 2022.

DISCUSSION:

Resolution R2021-01-04 was approved by the Board on 01/13/20 to provide the Executive Director the authority to execute Phase 2 Construction Services Amendments under the CM/GC Contract for First/Last Mile Connection program of projects during the 2021 calendar year identified therein. Similarly, this current Resolution is to provide the Executive

Director the authority to execute Phase 2 Construction Services Amendments under the CM/GC Contract for projects during the 2022 calendar year for the projects identified in Exhibit A.

To date, twenty-one Phase 2 Construction Services Amendments have been executed. It is anticipated that another three Phase 2 Construction Services Amendments will be ready to be executed in 2022. Approval of this proposed Resolution giving the Executive Director authority to execute the Phase 2 Construction Services Amendments as they are negotiated will decrease the time between final pricing negotiations and notice to proceed (NTP) for construction and will help keep the project on schedule.

ALTERNATIVES:

An alternative to approving this Resolution is to have each Phase 2 Construction Services Amendment approved by the UTA Board individually. It is anticipated that three Phase 2 Construction Services Amendments will need to be executed in the year 2022.

FISCAL IMPACT:

The funding for the Projects identified in Exhibit A is comprised of TIGER Grant, Local Match/Other Federal Funding, UTA -Local/Partner, and UTA-Prop 1 funds that total \$4,371.548.44. All Project funding included in Exhibit A is included in the 2022 Capital Budget.

ATTACHMENTS:

Resolution: R2022-02-01 - Authorizing Issuance of a Notice to Proceed under a Construction Manager/General Contractor Contract for the TIGER First/Last Mile Connection Program of Projects for 2022

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY AUTHORIZING ISSUANCE OF A NOTICE TO PROCEED UNDER A
CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT FOR
FIRST/LAST MILE CONNECTION PROGRAM OF PROJECTS FOR 2022**

R2022-02-01

February 9, 2022

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, for the past several years, the Authority has been working with cities, counties and other public stakeholders (the “Stakeholders”) on a jointly planned program of capital projects that will facilitate access and improve connections to the Authority’s public transit system (collectively the “Projects”); and

WHEREAS, the Authority has: (i) obtained a grant of federal assistance (the “TIGER Grant”) for these Projects; (ii) secured (or contracted to secure) local match commitments from the Stakeholders for certain Stakeholder-sponsored Projects; and (iii) budgeted Authority funds for certain Authority-sponsored Projects; and

WHEREAS, the Board of Trustees recognize that the Authority executed, on April 11, 2018, a Construction Manager/General Manager Contract Agreement (the “CM/GC Contract”) with Granite Construction Company (the “Contractor”); and

WHEREAS, the Board of Trustees enacted resolution R2019-08-03 on August 7, 2019 to provide the Executive Director with authority to execute Phase 2 Projects for the calendar year 2019; and

WHEREAS, the Board of Trustees enacted resolution R2020-01-02 on January 15, 2020, to provide the Executive Director with authority to execute Phase 2 Projects for the calendar year 2020; and

WHEREAS, the Board of Trustees enacted resolution R2021-01-04 on January 13, 2021 to provide the Executive Director with authority to execute Phase 2 Projects for the calendar year 2021; and

WHEREAS, the CM/GC Contract requires that UTA issue a Notice to Proceed before the Contractor can move Projects to Phase 2 of the TIGER Grant for the calendar year 2022; and

WHEREAS, the Board of Trustees understands and recognizes that a number of the first and last mile projects, a list of which is attached as Exhibit A, are ready to proceed to Phase 2 of the Program; and

WHEREAS, the Authority's Board of Trustees desires to provide the Executive Director with the authority to approve notices to proceed for Phase 2 projects during the 2022 calendar year consistent with the overall TIGER Grant Construction Budget; and

WHEREAS, this Resolution is issued pursuant to the Board's authority to establish a separate approval process for contracts, expenses, and change orders for major capital projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board of Trustees hereby authorizes the Executive Director, under the terms of the CM/GC Contract, to execute Phase 2 Construction Services Amendments for the projects listed in Exhibit A as first and last mile projects under the terms of Phase 2 of the Program for the calendar year 2022.
2. That the cumulative amount obligated under any Phase 2 Amendments executed pursuant to such authority shall not exceed the TIGER Grant Construction Budget.
3. That any Phase 2 Amendment that would cause the Authority to exceed the TIGER Grant Construction Budget shall require additional approval of the Board.
4. That any Phase 2 Amendment for a Stakeholder-sponsored Project shall not include a lump sum price exceeding the sum of: (i) the TIGER Grant funds that have been budgeted for such project; and (ii) the total local match commitment provided by or on behalf of the applicable Stakeholder.
5. That all Phase 2 Amendments must be presented to the Board as informational items by the Executive Director.

Approved and adopted this 9th day of February 2022.

Carlton Christensen, Chair
Board of Trustees

ATTEST:

Secretary of the Authority

Approved As To Form:

DocuSigned by:
David Wilkins
5E3257B1CF024B9...
Legal Counsel

(Corporate Seal)

Exhibit A

Phase 2 TIGER Projects in 2022 for Granite Construction

January 2022-December 2022							
		Project Budget/Funding Sources					
Amend No.	Scope (Project ID)	Construction Budget	TIGER Grant	Local Match/ Other Fed Funding	UTA-Local/Partner	UTA-Prop 1	Anticipated Contract Amount
21	Salt Lake City 300 N Overhead Pedestrian Bridge Schedule B (SLC_OP_1)	\$2,425,844.00		\$400,000.00	\$2,025,844.00		\$1,522,216.60
22	Provo Overhead Pedestrian Bridge Schedule B (PRO_OP_1)	\$3,110,341.00		\$500,000.00	\$2,610,341.00		\$2,362,185.84
23	UTA Projects: Wayfinding, Bike Parking, Bike Repair Stands, and Bus Stop Improvements	\$487,146.00	\$324,736.00	\$600.00	\$136,158.00	\$25,652.00	\$487,146.00



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Kim Shanklin, Chief People Officer
PRESENTER(S): Rich Murray, Director of HR Services and Labor Relations

TITLE:

Contract: Collective Bargaining Tentative Agreement - December 2021 Change Day Overtime Incentives (Amalgamated Transit Union)

AGENDA ITEM TYPE:

Non-Procurement Agreement

RECOMMENDATION:

Approve the Tentative Agreement reached on January 14, 2022, extending overtime incentives until the April Change Day and authorize the Executive Director to execute the agreement

BACKGROUND:

UTA's Operations, Maintenance and Parts employees are represented by the Amalgamated Transit Union (ATU), Local 382. UTA recently negotiated an agreement with the ATU to temporarily change working conditions for a time period specified within the agreement. This agreement helps UTA continue providing service to the customer.

DISCUSSION:

This agreement extends a prior agreement to offer double-overtime incentives from 02/20/2022 to the beginning of the next change day, 04/17/2022. This arrangement will, and has, allowed UTA to cover unfilled work.

ALTERNATIVES:

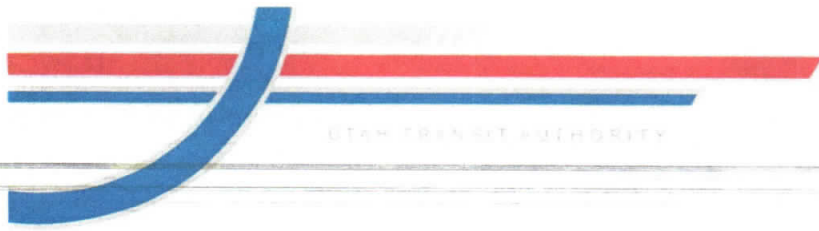
Find alternative ways of staffing unfilled work, potentially missing trips and affecting service.

FISCAL IMPACT:

Overtime incentives for 8 additional weeks, estimated at \$317,000, will be funded from existing appropriations in the 2022 operational budget.

ATTACHMENTS:

Tentative Agreement - December 2021 Change Day Overtime Incentives



01/14/2022

Tentative Agreement pending UTA Board Approval for
Memorandum of Understanding
December 2021 Change Day OT Incentives

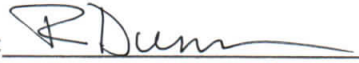
The Amalgamated Transit Union Local 382 ("Union") and Utah Transit Authority (UTA) enter this memorandum of understanding on temporary incentives.

- The terms of this agreement are 11/01/2021 until 04/17/2022, or the beginning of the next change day.
- Operator OT increases from 1.5 to 2 x's.
- Operators can sell back vacation and elect to pick up work during that bidded time off under extra-board conditions.

This MOU shall continue to be in effect until 04/17/2022, or the beginning of the next change day.

ATU

Name: ROD DUNN

Signature: 

Date: 01/14/22

UTA

Name: Rich Murray

Signature: 

Date: 01/14/2022



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Nichol Bourdeaux, Chief Planning and Engagement Officer
PRESENTER(S): Jaron Robertson, Director Innovative Mobility Solutions
Shaina Quinn, Program Manager Innovative Mobility Solutions

TITLE:

Contract: Electric Vans for Tooele County Microtransit Service (Creative Bus Sales)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve award and authorize Executive Director to execute contract and associated disbursements with Creative Bus Sales in the amount of \$883,960 for 10 electric vans as part of the Tooele County microtransit service.

BACKGROUND:

In 2021 UTA applied for an FTA Low-No grant to purchase electric vehicles and associated infrastructure for the Tooele microtransit service, which will be UTA's first fully electric microtransit service. UTA was subsequently awarded \$1.4 million to purchase vehicles, charging equipment, design and install, and other associated capital expenses for the service. In September 2021, UTA's Innovative Mobility Solutions Department released an RFP to procure a minimum of eight (8) electric ADA-accessible passenger vans from an experienced vehicle contractor. Vehicles purchased under this contract will provide UTA On Demand microtransit service operating in partnership with Tooele County and exclusively within Tooele County, connecting the communities of Tooele, Grantsville, and Stansbury Park. In alignment with UTA's Five-Year Service Plan, UTA is deploying zero-emission vehicles along with innovative services.

DISCUSSION:

UTA's RFP evaluation team selected a proposal from vehicle contractor Creative Bus Sales as the best value. Due to first-time availability of the Ford e-Transit and its lower cost per vehicle, the agency is purchasing an additional two (2) vans for a total order of 10 vehicles. Vehicles selected are battery-electric Ford e-Transits

upfitted with a rear-entry wheelchair lift and various seating configuration options.

Electric vans purchased under this contract will replace gasoline powered vehicles currently in use, and UTA On Demand microtransit services will replace existing Flex Routes and Dial-a-Ride services. This vehicle purchase is included in UTA's 2022 capital budget as part of the Tooele Electric Microtransit project. Note that the project includes installing electric charging stations under a separate contract with Spectrum Engineers. The Tooele Electric Microtransit project is largely funded by an FTA Low-No award totaling \$1.4 million. It also received funding from Rocky Mountain Power and the UCAIR program.

Benefits of this electric van project include introducing clean, zero-emission vehicles in Tooele County which is a non-attainment area. Deploying an all-electric microtransit service is a bold project, and the team stands to learn a great deal about small electric vehicles operating on demand that could be applied to other microtransit zones in the future.

CONTRACT SUMMARY:

Contractor Name:	Creative Bus Sales
Contract Number:	21-03506AB
Base Contract Effective Dates:	February 10, 2022 - December 30, 2023
Extended Contract Dates:	None
Existing Contract Value:	\$883,960
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$883,960
Procurement Method:	RFP
Funding Sources:	Federal Transit Administration and 2022 UTA Capital Budget

ALTERNATIVES:

Decline FTA grant and operate the Tooele County microtransit service with existing UTA flex route vehicles.

FISCAL IMPACT:

- Total Vehicle Budget: \$900,000
 - FTA Low-No award: \$765,000
 - UTA match: \$135,000 (2022 UTA Capital Budget)

ATTACHMENTS:

- UTA Contract with Creative Bus Sales No. 21-03506AB

GOODS AND SERVICES SUPPLY AGREEMENT**UTA CONTRACT #21-03506AB****Electric Vans**

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Creative Bus Sales, a California based Bus Dealer (the “Contractor”).

RECITALS

WHEREAS, on November 4, 2021 UTA received competitive proposals to provide Electric Vans and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in 21-03506AB (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, Creative Bus Sales proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Goods have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Goods

and perform all Services no later than December 30, 2023. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
 1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
 2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
 3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to

obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
 - i. Contractor Name
 - ii. Unique Invoice Number
 - iii. PO Number
 - iv. Invoice Date
 - v. Detailed Description of Charges
 - vi. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments)

amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

11. GENERAL INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, only to the extent caused by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

12. INSURANCE REQUIREMENTS **Standard Insurance Requirements**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability

coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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Annual Aggregate	\$2,000,000
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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to insurancecerts@rideuta.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of

work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at insurancecerts@rideuta.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

13. **OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.

- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

20. **SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

21. **TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
 - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
 - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
 - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions

of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
 1. The date, circumstances, and source of the change; and
 2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

24. FINDINGS CONFIDENTIAL

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
 - 1. Information already in the public domain;
 - 2. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
 - 3. Information developed by or in the custody of Contractor before entering into this Contract;
 - 4. Information developed by Contractor through its work with other clients; and
 - 5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. PUBLIC INFORMATION.

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public

document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Shaina Quinn and Ryan Taylor, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-2066.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Amanda Burton, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3320.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority
ATTN: Amanda Burton
669 West 200 South
Salt Lake City, UT 84101
aburton@rideuta.com

If to Contractor:

Creative Bus Sales
ATTN: Derek Wyman
DerekW@creativebussales.com

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The

responsibility to substantiate claims rests with the party making the claim.

- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s [SECOND LEVEL]/Contractor’s [SECOND LEVEL]	Five calendar days
UTA’s [THIRD LEVEL]/Contractor’s [THIRD LEVEL]	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, than either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys’ fees, if any, incurred in connection with such suit, including on appeal

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By _____

By _____

DocuSigned by:
By Mike Bell
70E33A415BA44F6...
UTA Legal Counsel

CONTRACTOR:

DocuSigned by:
By Nick corley
920E8F62B65A4E3...
Name Nick corley
Title Sales Operations Manager 1/20/2022

Exhibit A & B: Specifications and Pricing

Ford Factory Ordered Transit Chassis					
Description			Color	Chassis	Engine
2022 T-350 Van Mid Roof 148WB Sliding Door 9,500# GVWR			Oxford White	W9C	Electric Motor
1	1 Wheelchair On 148" Wheel Base - Mid-Roof Cargo Van				
1	ALFO Aluminum Flooring System				
6	Quik-Lok Single GO-ES Seat (Use Seat Options Below If Needed)	# Of Street Side Belts	4	# CRS Option	
1	Add Additional QRT Deluxe Tiedowns, Lap & Shoulder Belt				
2	Retractable Shoulder Harness With Height Adjustment (Each)	Add Ret. Lap Belts <input checked="" type="checkbox"/>	Removeable <input checked="" type="checkbox"/>		
2	Tiedown Storage Pouch Mounted On Sidewall (Holds 1 Set Of Tiedowns)				
2	Tiedown Web Loops (4-Per Wheelchair)				
1	Front End Alignment				
1	Roof Hatch	Power Vented <input type="checkbox"/>	Glass <input type="checkbox"/>		
1	Safety Kit Includes: 5lb Fire Extinguisher, First Aid Kit, Triangle Reflectors				
1	After Market Rear AC and Heat				
1	After market Running boards				
1	Driver Side Wheelchair Shoulder Bracket For Wagon Chassis				

Item	Year/Make/Model Offered	Price per each	Qty	Total Order amount	Delivery Days
Small Full sized van	2022 MobilityTRANS Ford Transit	\$88,396.00	10	\$883,960.00	120-150 Days after receipt of chassis



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Mary DeLoretto, Chief Service Development Officer
PRESENTER(S): David Hancock, Director of Capital Construction
Jared Scarbrough, Manager Systems Engineering

TITLE:

Change Order: On-Call Systems Maintenance - Task Order #007B, 2022 Stray Current Mitigation (Rocky Mountain Systems Services)

AGENDA ITEM TYPE:

Procurement Contract/Change Order

RECOMMENDATION:

Approve Task Order #007B (2022 Stray Current Mitigation) to the on-call systems maintenance contract with Rocky Mountain Systems Services (RMSS) and authorize the Executive Director to execute the task order and associated disbursements in the amount of \$257,883.

BACKGROUND:

This task was established to meet the requirements as set forth in an agreement between Dominion Energy (formerly Questar Gas) and UTA (Contract 15-1360) that was initiated April 27th, 2011 and updated on March 22nd, 2021. This agreement requires UTA to monitor stray current activities along its entire Light Rail Transit (LRT) system and mitigate the effects of stray current as identified from the testing and monitoring activities and in coordination with Dominion Energy.

On February 24th, 2021, the Board approved execution of a task ordering agreement with RMSS to provide design, construction, maintenance and repair of UTA transit systems. This task order is for RMSS to perform stray current and corrosion testing for UTA between January 1st, 2022 and December 31st, 2022.

DISCUSSION:

UTA Staff is requesting approval of TO #007 (2022 Stray Current Mitigation) with RMSS. The Scope of Work for this task order includes:

- Performing design reviews for UTA system rehabilitation, State of Good Repair, or Capital Projects on

the Light Rail system to ensure proposed design requirements as set forth in UTA's design criteria as well as other regulatory agency requirements, including utility owner stray current mitigation requirements, have been met

- Installing test equipment to monitor issues such as rail-to-earth potentials, pipe-to-soil potentials, coupon monitoring or other test equipment as may be required to identify, measure, test, and mitigate the effects of stray current from UTA's light rail system, including future Light Rail infrastructure monitoring and testing
- Providing UTA feedback on areas of improvement to mitigate stray current, including assistance in developing and/or updating UTA Maintenance Procedures that will reduce the effect of stray current
- Preparing and submitting monthly reports, including data graphs documenting the testing and monitoring efforts on the Light Rail system
- Preparing annual reports as required by UTA and/or third-party utility owners
- Coordinating with third party utility owners during any of their testing or monitoring activities that relate to stray current from the Light Rail system
- Install data loggers in the Frontrunner Vineyard area related to destructive power surge events. Monitor and create monthly reports. Investigate power surge events.

CONTRACT SUMMARY:

Contractor Name:	Rocky Mountain Systems Services
Contract Number:	20-03382VW-007B
Base Contract Effective Dates:	Task Order period of performance: 1/1/2022-12/31/2022
Extended Contract Dates:	N/A
Existing Contract Value:	\$3,542,605
Amendment Amount:	\$257,883
New/Total Amount Contract Value:	\$3,800,488
Procurement Method:	RFP best value modification
Funding Sources:	2022 SGR Budget

ALTERNATIVES:

The do-nothing-alternative would cause UTA to break its agreement (initiated April 27th, 2011) with Dominion Energy to monitor and address stray current activities along the LRT system.

FISCAL IMPACT:

This budget is included in the 2022 Capital Program.

ATTACHMENTS:

Task Order #007B

TASK ORDER NO. 007**TASK ORDER NAME: 2022 Stray Current Mitigation****PROJECT CODE: SGR047; 40-7047.68912**

This is Task Order No. 007 (2022 Stray Current Mitigation) to the On Call Systems Maintenance Contract entered into by and between Utah Transit Authority (UTA) and Rocky Mountain Systems Services, (Contractor) as of February 24th, 2021.

This Task Order is part of the On Call Maintenance Contract and is governed by the terms thereof.

The purpose of this Task Order is to specifically define the scope, schedule, lump sum price, and other terms applicable to the work identified herein.

UTA and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES

The scope of work for the Task Order #007 (2022 Stray Current Mitigation) is hereby attached and incorporated into this Task Order.

2.0 SCHEDULE

The Substantial Completion Date for this Task is December 31st, 2022. The Final Acceptance Date for this Task is December 31st, 2022.

3.0 LUMP SUM PRICE

The price for this task order is a not to exceed \$257,883. Invoices will be billed on monthly basis for work completed to date.

4.0 APPLICABILITY OF FEDERAL CLAUSES

This Task Order does ☐ does not ☒ [Check Applicable] include federal assistance funds which requires the application of the Federal Clauses appended as Exhibit D to the On Call Maintenance Contract.

IN WITNESS WHEREOF, this Task Order has been executed by UTA and the Contractor or its appointed representative

UTAH TRANSIT AUTHORITY:

By: _____
Jay Fox, Executive Director Date
> \$100,000

By: _____
Mary DeLoretto, Chief Service Development Ofc. Date
< 100,000

By: _____
Dave Hancock, Director Of Capital Construction Date
< \$50,000

By: _____
Jared Scarbrough, Project Manager Date
< \$10,000

ROCKY MOUNTAIN SYSTEMS SERVICES:

By:  _____
1587B142E14943U...

Date: 1/21/2022

 _____
361F10F838704A9...
Legal Review

Procurement Review

On-Call Maintenance (Systems) Contract # 20-03382VW



October 21st, 2021

RMSS-52598-023

Mr. Jared Scarbrough
Manager of Systems Engineering
2264 South 900 West
Salt Lake City, UT 84119

Reference: Utah Transit Authority – Systems On-Call Services

Subject: Stray Current and Corrosion Testing and Maintenance 2022

Jared,

Rocky Mountain Systems Services (RMSS) is pleased to provide a proposal for stray current and corrosion testing and maintenance services.

Our NTE price for this proposal is **\$257,883.00**.

The scope of work of this proposal is to extend current coverage as described in Task Order #7 for Stray Current and Corrosion Monitoring, executed on April 15th, 2021. RMSS will increase the current Not to Exceed amount with the Infinity Corrosion Group, Inc. (ICG) to continue performing the following tasks for UTA between January 1st, 2022, and December 31st, 2022:

- Bi-Weekly Stray Current Team Coordination Meetings
 - RMSS' subcontractor ICG will actively participate in bi-weekly meetings with UTA and Dominion Energy personnel to collaboratively document stray current related issues, discuss testing schedules and strategies, and review monthly stray current data logging results
- Stray Current Evaluations

Under this task RMSS' subcontractor ICG will perform field services as outlined below:

 - Support UTA with stray current testing to fulfill agreements with Salt Lake City Public Utilities and Dominion Energy
 - Conduct interference testing on underground structures utilizing data loggers, soil resistivity testing equipment, and other electrical test methods as required
 - Perform routine visual evaluations of UTA facilities for stray current control
 - Continue long-term datalogging program on Dominion Energy pipelines and other buried utilities
 - Troubleshoot to identify location and cause for ineffective rail isolation detected from datalogging results
 - Perform testing in response to Dominion Energy's and their Consultant's recommendations for further analysis and remediation
- Reporting

RMSS' subcontractor ICG will provide testing reports and graphical representations of survey data. Specific work includes:



- Reporting on UTA LRT related activities
 - Salt Lake Public Utilities monitoring
 - Long-term datalogging on utilities
 - Review Dominion Energy data logs
- FrontRunner Power Surge Support
RMSS' subcontractor ICG will provide support to UTA on the FrontRunner power surge investigation project, which could include data logging and analysis, collaboration with UTA personnel and consultants, and review of Rocky Mountain Power data.

Clarifications

- Any scope outside of the defined scope of work in this proposal will be estimated and proposed under separate cover
- Labor rates will be billed per "*Attachment A: 2021-2023 ICG Billing Rates*"
- RMSS will bill an additional 13.5% fee in addition to ICG billing rates for subcontractor management and project related insurance

Exclusions

- Flagging, EIC, and maintainers
- Training
- Buy America provisions

This proposal is valid for 60 days, unless extended in writing by RMSS.
If you need any additional information, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Ortolani".

Anthony Ortolani
Project Manager
Rocky Mountain Systems Services

cc: Marshall Wilson – RMSS
Doug Jones – RMSS

Attachments:

- Attachment A: 2021-2023 ICG Billing Rates

Procurement lead times may be affected by Covid-19 pandemic
Our pricing is in U.S. Dollars, F.O.B. Salt Lake City UT, and excludes all allowances, taxes, tariffs, licenses, and permits

UTA - On Call**RMSS-52598-023 Stray Current and Corrosion 2022****Task Order Estimate Summary**

10/21/2021

Subcontractors	\$	222,000.00
Materials	\$	-
Administrative	\$	4,960.00
Design/Engineering	\$	-
Construction/Testing	\$	-
Travel & Perdiem	\$	-
Other Costs and Fee	\$	30,923.00
Total:	\$	<u>257,883.00</u>



2021-2023 Billing Rates

Services will be billed on a time and expense per the terms of the Agreement. Labor will be charged at the specified hourly rates. **Overtime charges will not be applied to Labor Rates.**

Labor Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal Corrosion Engineer (Professional Engineer, NACE Specialist Certification, NACE CIP3, and 20 or more years' experience)	\$155.00
Senior Corrosion Engineer (Professional Engineer, NACE CP3 Certification or higher, and 5 or more years' experience)	\$135.00
Corrosion Engineer 3 (BS Engineering and EIT with NACE CP2 Certification or higher)	\$125.00
Corrosion Engineer 2 (BS Engineering and EIT with NACE CP1 Certification or higher)	\$110.00
Corrosion Engineer 1 (0 to 3 years' experience, BS Engineering/Science)	\$95.00
Corrosion Technician 4 (10+ years' experience with NACE CP3 Certification or higher)	\$130.00
Corrosion Technician 3 (5 to 10 years' experience or NACE CP2 Certification or higher)	\$120.00
Corrosion Technician 2 (3 to 5 years' experience or NACE CP1 Certification or higher)	\$95.00
Corrosion Technician 1 (0 to 3 years' experience)	\$85.00
Office / Clerical (Administrative)	\$80.00

Equipment Rates:

<u>Item</u>	<u>Daily Rate</u>
Radiodetection Pipeline Current Mapper with Generator	\$300.00
Rail-to-Earth Test Equipment	\$150.00
Close Interval Survey Test Equipment (Field Computer, Wire Chainer, and GPS)	\$180.00
Current Requirement Equipment	\$130.00
Grounding Test Equipment	\$100.00
Pipe Locator / Depth of Cover	\$90.00
Datalogger	\$75.00
Rail Insulator Test Equipment	\$75.00
Ultrasonic Thickness Gauge	\$75.00
Generator	\$60.00
Field Services Passenger Vehicle (in addition to IRS mileage reimbursement)	\$50.00
Soil Resistivity Equipment	\$50.00
General CP Test Equipment and Tools*	\$50.00
Current Interrupter	\$50.00
Portable Rectifier	\$50.00
Coating Inspection Equipment**	\$50.00
Close Interval Survey Wire (per mile)	\$36.00

* General CP Test Equipment includes standard corrosion testing equipment; such as voltmeters, insulator tester, wire reels, reference electrodes, and basic tools as necessary to perform most corrosion tests and evaluations.

Direct Expense Rates:

<u>Item</u>	<u>Rate</u>
Automobile Mileage	IRS Rate
Subconsultant and Outside Services	Direct Cost
Travel (Flights, Auto Rental, Tolls, Parking, etc.) and Related Expenses	Direct Cost



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: Todd Mills, Director of Supply Chain
PRESENTER(S): Todd Mills, Director of Supply Chain

TITLE:

Pre-Procurements

- **Training Content Development Services**

AGENDA ITEM TYPE:

Pre-Procurement

RECOMMENDATION:

Informational report for discussion

BACKGROUND:

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

DISCUSSION:

- **Training Content Development Services.** The Training & Development department has an immediate need to retain one or more Training Content & Curriculum Design firms to assist in the development of the training materials needed to support three new apprenticeship programs. The three areas of focus for these services will be Light Rail Vehicle Maintenance, Maintenance of Way, and Commuter Rail Vehicle Maintenance. Our preference is to find an organization that has previous transit and apprenticeship development experience. The selected firm will create high quality content that may include 3D animation, videos, photos, professional voice and advanced interactivities to increase learning retention. All training content will be prepared as Instructor Led Training, with hands on lab training and On the Job Training (OJT) to match the

curriculum and learner need. Additionally, all training will need to incorporate safety and regulatory requirements. Funding for this project is included in the approved 2022 operating expense budget. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 10328, Stacey Palacios)

ATTACHMENTS:

None



Utah Transit Authority

MEETING MEMO

669 West 200 South
Salt Lake City, UT 84101

Board of Trustees

Date: 2/9/2022

TO: Board of Trustees
THROUGH: Jay Fox, Executive Director
FROM: William Greene, Chief Financial Officer
PRESENTER(S): Troy Bingham, Comptroller

TITLE:

UTA Policy - UTA.02.07 Travel Policy

AGENDA ITEM TYPE:

UTA Policy

RECOMMENDATION:

Adopt UTA.02.07 Travel Policy and rescind prior Corporate Policy 1.1.8 Travel and Reimbursement Policy

BACKGROUND:

Corporate Policy 1.1.8 UTA Travel and Reimbursement Policy, was previously approved on June 13, 2017. That policy was reviewed by the Federal Monitor and recommendations from that review have been incorporated in the new policy. The State Auditor's recommended travel policy language has also been incorporated.

DISCUSSION:

UTA Policy No UTA.02. 07 Travel Policy will be updated with the following changes:

- Clarifies that this policy is applicable to travel outside of UTA's service area
 - Vendors and future employees seeking reimbursement are subject to this policy
 - Removes mileage reimbursements, this will be incorporated in a forthcoming policy
 - Emphasizes p-card usage for travel arrangements
 - Adds clarification on lodging costs
 - Clarifies use of personal vehicle in lieu of flying
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- Adds record retention requirements for employees and potential release to the public
 - Adds compliance section specific for travel compliance and ethical behavior
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ALTERNATIVES:

If this policy is not adopted the current Corporate Policy 1.1.8 Travel and Reimbursement Policy would remain in effect.

FISCAL IMPACT:

N/A

ATTACHMENTS:

UTA Policy UTA.02.07 Travel Policy

UTAH TRANSIT AUTHORITY POLICY

No. UTA.02.07

TRAVEL POLICY

1) Purpose.

This policy provides guidance to Utah Transit Authority staff regarding travel approvals, allowable travel expense, and reimbursement of other necessary business expenses while performing their duties for Utah Transit Authority.

2) Definitions.

“Advances” means an amount of money paid to an employee of UTA before the time specified on travel authorization.

“Business Meals” means meals where UTA business is discussed and/or beneficial ideas for UTA are shared.

“Collision Insurance” means the type of insurance rental car companies typically offer via a loss damage waiver or collision damage waiver (LDW or CDW).

“IRS” means the Internal Revenue Service.

“IRS Mileage Rate” means a standard IRS published mileage rate for business use based on an annual study of the fixed and variable costs of operating an automobile.¹

“M&IE Rate” means meals and incidental expenses. The allowable reimbursement the federal government gives to employees who travel on business. The M&IE is determined by a table, which details permitted expenses based on where one is traveling and other factors.²

“Per Diem” means an amount of money someone allots to you for daily expenditure, such as for food on business related travel.

“Personal Expenses” means non-business-related expenses, including transportation costs unrelated to Authority business, alcoholic beverages, entertainment, gifts, or other personal expenses.

“Personal Meals” means meals where no UTA business is conducted. Meals included in a registration fee, airfare or other UTA expense, the per diem meal and incidental rate shall be reduced by the fixed allowance for the respective meal.

“Political Expenses” means expenses, including contributions, donations, or other payments made by the employee to a political candidate, an elected official, a political party, or a political

¹ <https://www.irs.gov/tax-professionals/standard-mileage-rates>

² <https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown>

fundraiser, or for any other expense related to other political purposes.

“*Receipts*” means a written or printed detailed statement acknowledging that something has been paid for or that goods have been received.

“*UTA*” means Utah Transit Authority.

“*UTA Intranet*” means internal website for UTA employees.

“*UTA P-card*” means a type of Commercial Card that allows authorized UTA employees to take advantage of the existing credit card infrastructure to make electronic payments for a variety of business expenses (e.g., goods and services).

“*UTA Service Area*” means Salt Lake, Davis, Utah, and Weber Counties, the cities of Tooele and Grantsville in Tooele County and that part of Tooele County comprising the unincorporated areas of Erda, Lakepoint, Stansbury Park and Lincoln, and the cities of Brigham City, Perry, and Willard in Box Elder County.

3) Policy.

A. Applicability.

Any employee, prospective employee, consultant, or contractor seeking advance payment or reimbursement from UTA for official business travel are subject to limits and procedures specified in this policy.

B. Travel approvals.

All staff travel outside of the UTA service area must be pre-approved by the employee's immediate supervisor. For Board-appointed employees, pre-approval must come from the Chair of the Board of Trustees. For members of the Board of Trustees pre-approval must come from the Board Chair (for Trustees) or the Chief Financial Officer (for the Board Chair). If staff travel is outside of the United States, the travel must be pre-approved by the Executive Director and by the Board of Trustees in a regular or special board meeting. Travel requests will include the reason for the travel, the destination, and estimated costs by category (transportation, registration, lodging, meals, and other expected costs). The Travel Pre-Authorization and Reimbursement Forms are available on the UTA Intranet under the section for administrative and accounting forms.

C. Transportation costs.

Air travel shall be economy class unless otherwise approved by the Executive Director (for employees) or the Board Chair (for Trustees and Board-appointed employees) or the Chief Financial Officer (for the Board Chair). Airlines typically assign seating upon booking, however, if a seat assignment requires a fee while booking, this is included in allowable costs.

If the employee chooses to drive rather than fly, the employee shall be paid the lower cost of air travel (estimated lowest price of an airline ticket booked at least two weeks prior to travel) or car mileage following the mileage reimbursement policy. This documentation of pricing must be provided with travel authorization or approval. Other

necessary transportation costs (taxi, transit, tolls, parking, etc.) can be reimbursed with proper receipts (required if the cost is greater than ten dollars). Staff may use UTA's preferred travel agency to make flight arrangements, if needed. Employees who are P-card holders are expected to use their P-card for lodging and travel expenses. Personal meals and incidentals shall be covered by per diem reimbursement. If an employee has **not** been assigned an UTA P-card they may use a personal payment method for reimbursable travel expenses.

D. Car rentals.

Should travel require car rental the employee shall:

1. Use Utah State contracted car rental rates, if available, which include collision damage waiver coverage (CDW);
2. Purchase collision insurance (UTA will reimburse) if Utah State contracted car rental rates with CDW coverage are not available
3. Retain and present all receipts for the car rental and gas purchases;
4. If there is any personal use, pro-rate the costs between personal and business and submit only business use costs for reimbursement.
5. UTA's P-card is the preferred method of payment when possible. If a vendor requests a personal card, employee should retain all receipts for appropriate reimbursement.

E. Lodging.

Reasonable lodging costs are acceptable during approved travel. It is understood that reasonable lodging costs can vary by destination and should be an average priced hotel for the area. Employees must always seek governmental/conference rates, if available.

F. Meals and Incidentals.

UTA will provide a per diem for travel outside of UTA's service area so meal receipts are not required. Per Diem amounts will be based upon U.S. General Services Administration (GSA) per diem rates by area which may be found on-line on the U.S. General Services Administration website, under GSA travel resources.³ Please note the daily rate includes a small amount for incidentals and is intended to cover tips too. First and last day of travel per diems are reduced proportionately as specified in the GSA Federal Travel Regulations (41 CFR 300-304)

For areas not covered by GSA rates, alternate per diems can be approved by the Comptroller, or reimbursement of meals (with receipts) can be substituted in lieu of receiving per diem. If a meal is provided by others, an employee must use the per meal per Diem rate for that day and not seek reimbursement for the provided meal. International per diem rates (in U.S. Dollars) which may be found on-line on the U.S. Department of State website, under Foreign Per Diem Rates.⁴ P-Cards should not be used for personal meals or incidental expenses but may be used to pay for a business meal. In no event shall an employee receive per diem reimbursement to cover a meal paid for by a UTA P-Card.

³ <https://www.gsa.gov/travel/plan-book/per-diem-rates>

⁴ https://aoprals.state.gov/Web920/per_diem.asp

G. Personal automobile use.

Employees are encouraged to use transit or UTA pooled vehicles, or a rental car for travel. Use of personal vehicles should be a last resort. When using personal vehicles for UTA business, employees will be reimbursed for toll, parking fees, and mileage at the IRS mileage reimbursement rate to the limit specified in transportation cost as described in Section (3)(C) above.

H. Other costs.

Other necessary business costs over incidental amounts may be needed while traveling on UTA business. UTA will reimburse those expenses; receipts are required along with an explanation of the business purpose of the expense. If for a group meal, the names of those attending must be provided, an itemized receipt is required, and per diem for the UTA employee must reflect that meal being paid by UTA.

I. Advances.

Advances are discouraged but may be made with approval from the employee's immediate supervisor. Advances are paid typically no earlier than two weeks prior to the travel unless approved by the Comptroller.

Travel expense advances shall be used only to defray reimbursable expenses incurred while conducting UTA business. Travel expense advances shall not, under any circumstances, be considered a personal loan to the employee and any expenditure thereof, other than for official UTA business purposes, shall be considered a misappropriation of UTA funds.

J. P-cards.

Detail descriptions and receipts are required for P-card travel expenses. If a P-card is used for personal meals while traveling, the meal on the P-card shall be reimbursed by the employee as unauthorized because per diem should have been used. P-cards may be used for a business meal while traveling provided the appropriate corresponding reduction is made from per diem reimbursement.

K. Trips paid by others.

Employees serving other governmental agencies as part of a peer review team, or other similar assistance, may have their travel costs paid by the requesting governmental agency. Pre-approval is required and the employee should follow the other governmental agency's travel policy. After completion of the trip, the trip report is required but should note that the other agency paid the costs.

Vendors or potential vendors may **not** offer to pay for an employee's trip to a conference or other meeting. Employees must decline any such offer (due to potential gifting or procurement issues) but may seek approval to attend the conference or meeting using UTA funds.

L. Trip Report.

Within thirty days of completing travel the employee must submit a report of the total costs of the trip as well as a request for reimbursement using the travel form

found on the UTA intranet. Every trip report will be submitted to the Comptroller or the Comptroller's Designee within the Accounting Department, who will ensure each trip report is logged and fully complies with this policy. Once the Comptroller certifies policy compliance, and before reimbursement can be made, the Comptroller will seek review and approval by the same level of authority who approved the travel. If actual expenses were less than the advance provided, the employee will return the difference to UTA with submittal of their travel report.

M. Expenses not eligible for reimbursement include:

1. Fines and penalties, including parking fines or other moving violation.
2. Personal expenses not incidental to travel.
3. Political expenses.
4. Meals and Incidental expenses in excess of the approved rates per Paragraph 3F above except for reimbursement for other extraordinary meal expenses documented in a justification memo and approved by the Executive Director or the Chair of the Board of Trustees.
5. Alcoholic beverage purchases, including purchases as part of a meal.
6. Lodging expenses which are excessive or unreasonable per Paragraph 3E above.
7. Any expressly unallowable expense described in 2 CFR Part 200.420 - 200.475.

N. Discounts, Credits, and Special Coupons.

1. UTA Property – Special coupons, discount promotion tickets, or cash awards shall be turned in to the UTA travel finance by the traveler as soon as possible after receiving them.
2. Property of Employee – Airline and hotel frequent flyer programs and any other programs which give the employee on UTA business credit for miles or hours flown may be considered the property of the employee.
3. Credits – Credits earned on airline travel or while staying in certain hotels or through other programs by a UTA employee may be used by the employee while traveling on UTA business. However, the employee may not be compensated for the credits.

O. Employee Responsibilities.

1. Employees who are required to travel on UTA business must be familiar with and act accordingly within the guidance of this Policy.
2. Employees are responsible for exercising the same care in incurring expenses and accomplishing the travel purpose that a prudent person would exercise if traveling on personal business.

P. Records.

All records associated with travel are subject to potential release under the Utah Government Records Access and Management Act which is designed to guarantee that the public has access to public records of government bodies at all levels.

Q. Accountability for compliance with this travel policy.

Any noncompliance, misconduct or unethical behavior associated with traveling for UTA business or this policy will be reviewed by the employee's supervisory chain as appropriate under applicable UTA disciplinary policy.

4) Cross-References.

- UTA Board Policy 2.1 Financial Management
- 2 CFR Part 200.420 - 200.475

This UTA Policy was reviewed by UTA's Chief Officers on 11/03/2021, approved by the Board of Trustees on _____ and approved by the Executive Director on _____. This policy takes effect on the latter date.

DocuSigned by:



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William Greene, Chief Financial Officer
Accountable Executive

Jay Fox
Executive Director

Approved as to form and content:

DocuSigned by:



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Counsel for the Authority

History

Date	Action	Owner
9/8/2015	Adopted - Corporate Policy 1.1.8 UTA Travel and Reimbursement Policy	Chief Financial Officer
6/13/2017	Revised - Corporate Policy 1.1.8 UTA Travel and Reimbursement Policy	Chief Financial Officer
	Board Approved – UTA.02.07 Travel Policy	Chief Financial Officer
	Adopted - UTA.02.07 Travel Policy	Chief Financial Officer
	Rescinds - Corporate Policy 1.1.8 Travel and Reimbursement Policy	Chief Financial Officer